

Award No. 16745
Docket No. SG-16609

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Milton Friedman, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ATLANTIC COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Atlantic Coast Line Railroad Company that:

(a) Carrier violated the current Signalmen's Agreement, when, on Thursday night, November 11, 1965, free transportation was not furnished in compliance with the Agreement for the men assigned to construction gang of C. F. Rivers, from Birmingham, Alabama-to-Albany, Georgia, which would have allowed them to make their week-end trip home.

(b) Carrier be required to reimburse each of the following men in the amount of Eight Dollars and Sixty-Four Cents (\$8.64) for tickets and seat reservations that they were required to secure before being allowed to get on the train:

B. McKenzie
A. L. Platt
W. E. Saxon
E. A. Skinner

W. A. Lowe
W. O. Cadden, Jr.
B. W. O'Neal
T. T. Scott
J. W. Sealey

EMPLOYEES' STATEMENT OF FACTS: This claim concerns itself with the failure of Carrier to provide in accordance with the provisions of the effective Agreement free transportation to employees assigned to a Signal Construction Gang in order that they might make a week-end trip home.

On the night of November 11, 1965, the Construction Gang under the direction of Foreman C. F. Rivers was at Birmingham, Alabama, en route home for the week end. It was their understanding they could ride the City of Miami from Birmingham to Waycross, Georgia, on passes which had been issued to Foreman Rivers. However, upon arriving at train side they were informed those passes would not be honored on that train between Birmingham and Albany, Georgia.

Rather than lose one week-end day at home, each man purchased a railroad ticket and seat reservation which would entitle him to ride the City of Miami; the cost to each was \$8.64. Claim for that amount was entered by General Chairman C. B. Zettler on behalf of Messrs. B. McKenzie, A. L. Platt, W. E. Saxon, E. A. Skinner, W. A. Lowe, W. O. Cadden, Jr., B. W. O'Neal, T. T. Scott, and J. W. Sealey to Supervisor of Signal Construction S. J. Davis in a letter dated December 27, 1965.

Correspondence relative to the handling of the claim and appeals on the property has been reproduced and attached hereto, identified as Brotherhood's Exhibit Nos. 1 through 8. As indicated by the correspondence, this dispute has been handled by the Brotherhood in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement.

There is an agreement in effect between the parties to this dispute bearing an effective date of April 1, 1946, as amended, reprinted June, 1958 — a copy of which is on file with this Board and which is by reference thereto made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: On November 11, 1965, the claimants were members of a Signal Construction Gang, which had been working in the Birmingham, Alabama, area. Carrier had requested passes over the Central of Georgia Railway for these men to make the trip home to Albany, Georgia, that weekend but the passes issued by the Central were restricted against use on the City of Miami passenger train. Similar passes issued to the claimants on previous occasions had been honored by the Central conductors on the City of Miami; notwithstanding the fact those passes were restricted from use on that train. However, on November 11, 1965, the conductor on the City of Miami refused to honor the restricted passes, and claimants voluntarily purchased tickets at cost of \$8.64 each.

Claim was filed for reimbursement of \$8.64 to each claimant, which was declined because it is not supported by the Agreement.

OPINION OF BOARD: The claim asserts that Carrier failed to provide free transportation as required by Rule 21(a), which states in part:

"Employees assigned to camp cars will be allowed to make week-end trips to their homes except in cases of emergency. Free transportation will be furnished consistent with the regulations . . ."

Carrier provided passes on the Central of Georgia, although they were restricted against the City of Miami. In the past the conductor on that train had nevertheless honored similar passes, but he declined to do so on the date involved. Claimants were thus obliged either to purchase tickets on the City of Miami or wait until the next morning for another train. They made the former choice, and now seek reimbursement for their outlays.

While Carrier is required to provide free transportation on its line (consistent with the regulations), it has not undertaken to provide free transportation by any method and under any circumstances. The conductor on the City of Miami may have led the men to believe that their passes would be

honored, but his refusal to continue that practice cannot be attributed to Carrier. Carrier does not control the operations of a foreign line, and it is not obliged to defray the employes' cost in riding on a train against which the pass was specifically restricted. Carrier fulfilled its obligation when it provided the passes. It did not guarantee passage on each and every train.

In previous decisions, this Board has interpreted a similar rule in other agreements to require transportation only on the Carrier's own line. Award 2786 held that "there is nothing in the rule that requires the Carrier to use other than this Carrier's trains." Award 12351 is also pertinent. It stated, in part, that the rule "is intended to assure employes free transportation on the Carrier's rail facilities when such are available; we find no obligation for subsidizing week-end transportation to home and return when other means are used."

Thus as long as free transportation is made available, the employes have no grounds to demand that it be solely by the method they prefer. Finally, since it was not Carrier or Carrier's agent who was responsible for inducing Claimants to believe that they could continue to ride the City of Miami on their passes, Carrier is not liable for the expense they incurred.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 8th day of November 1968.